

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ANTHONY W. LUCKERT, et al.,

Plaintiffs,

v.

TESLA ENERGY OPERATIONS, INC., et
al.,

Defendants.

Case No. [21-cv-03027-VC](#)

**ORDER GRANTING MOTION TO
COMPEL ARBITRATION**

Re: Dkt. No. 22

Tesla's motion to compel arbitration is granted. The Power Purchase Agreement entered into by the Luckerts and Tesla incorporates the JAMS Streamlined Arbitration Rules into its arbitration provision. The applicable rule provides: "Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of the agreement under which Arbitration is sought...shall be submitted to and ruled on by the Arbitrator." That type of language has been held to "clearly and unmistakably" delegate the question of arbitrability to the arbitrator under *Brennan v. Opus Bank*, 796 F.3d 1125, 1128 (9th Cir. 2015); see *Oracle America, Inc. v. Myriad Group A.G.*, 724 F.3d 1069 (9th Cir. 2013); *Rohm Semiconductor USA, LLC v. MaxPower Semiconductor, Inc.*, No. 20-cv-06686-VC, 2021 WL 822932 (N.D. Cal. Feb. 4, 2021); *Caviani v. Mentor Graphics Corp.*, No. 19-CV-01645-EMC, 2019 WL 4470820 (N.D. Cal. Sept. 18, 2019). Tesla's motion is thus granted, and the case is dismissed without prejudice. See *Johnmohammadi v. Bloomingdale's, Inc.*, 755 F.3d 1072, 1073-74 (9th Cir. 2014).

IT IS SO ORDERED.

Dated: August 5, 2021

A handwritten signature in black ink, appearing to read 'V. Chhabria', is positioned above a horizontal line.

VINCE CHHABRIA
United States District Judge